

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
FOR THE STATE OF OKLAHOMA**

DAVID CAMERON AND
MARIE FAY CAMERON

Plaintiffs,

vs.

THE TRAVELERS HOME AND
MARINE INSURANCE COMPANY

Defendant.

Case No. CJ-

CJ - 2012 - 1829
Judge Daniel L. Owens

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

MAR 26 2012

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

PETITION

Comes now the Plaintiffs, David Cameron and Marie Fay Cameron, and for their cause of action against the Defendant, The Travelers Home and Marine Insurance Company, (herein referred to as Travelers) alleges and states the following:

1. The Plaintiffs resides in Oklahoma County; the insurance policy issued to the Plaintiff occurred in Oklahoma County; the Defendant is an insurance company doing business in Oklahoma County, State of Oklahoma; this Court has proper jurisdiction and venue of this matter.

2. The Plaintiffs have been a customer of Travelers, for many years. The Cameron's purchased a homeowners insurance policy with the Defendant to insure 9700 Pheasant Lane, Oklahoma City, OK, with a Policy Number of OCMV17988499891633.



3. On or about September 14, 2011, the Plaintiff's suffered a property loss to their home due to water damage. The loss is covered by their insurance policy in its entirety. Despite the loss is covered the Defendant has denied major portions of the claim, thus the Plaintiff's home cannot be repaired and restored to its previous condition.

4. The Cameron's have asked for the Defendant to evaluate their home on several different occasions and the Defendant has denied their claims in their entirety.

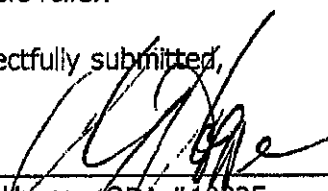
5. The Plaintiff's have been required to hire outside experts and attorney's to prosecute this matter to get their home repaired pursuant to the terms and conditions of their insurance policy of this Defendant.

6. The Defendants have breached their contract with the Plaintiff's. The actions taken by this Defendant by refusing to pay for damages covered under the insurance policy is a breach of contract and failure to deal in good faith and fair dealing. As the direct result of the actions of this Defendant, the Plaintiff's have damages in the excess of \$75,000.00.

7. The Plaintiff's have made a claim to the Defendant under the policy and the Defendant has denied said claims wrongfully, without cause, and without proper payment being made under the terms and conditions of the insurance policies. As a result of the Defendant's denial of said claims, they have breached their duty of good faith and fair dealing with the Plaintiff.

WHEREFORE, the Plaintiffs, David Cameron and Marie Fay Cameron, seeks actual damages in excess of \$75,000.00, consequential damages in excess of \$75,000.00 and punitive damages in excess of \$75,000.00 plus attorney fees, court costs, pre-judgment interest, post-judgment interest, and all other equitable relief.

Respectfully submitted,



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